



COUNCIL AGENDA: 6-24-08

ITEM: 2.35

# Memorandum

**TO:** HONORABLE MAYOR AND  
CITY COUNCIL

**FROM:** Robert L. Davis

**SUBJECT:** SEE BELOW

**DATE:** June 2, 2008

Approved

*Christine S. Shypco*

Date

*6-5-08*

**COUNCIL DISTRICT:** City-Wide

**SUBJECT: ADOPTION OF A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SANTA CLARA FOR A PLAN ESTABLISHING COOPERATIVE EFFORTS AND COST SHARING REGARDING THE SANTA CLARA COUNTY CHILDREN'S INTERVIEW CENTER, TO EXECUTE UP TO FOUR (4) ADDITIONAL ONE-YEAR OPTIONS TO RENEW, AND TO NEGOTIATE AND AMEND THE AMOUNT OF THE AGREEMENT AND THE FINANCIAL CONTRIBUTIONS OF THE CITY AND COUNTY FOR EACH OF THE FOUR (4) ADDITIONAL ONE-YEAR OPTIONS TO RENEW**

## RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to:

- (a) Execute an agreement with the County of Santa Clara establishing cooperative efforts and cost sharing regarding the Santa Clara County Children's Interview Center for the period of July 1, 2008 to June 30, 2009 in an amount not to exceed \$132,691, and
- (b) Execute up to four (4) additional one-year options to renew the agreement with the County of Santa Clara, and
- (c) To negotiate and amend the provisions of the agreement concerning the amount of the agreement and the financial contributions of the City and County for each of the four (4) additional one-year options to renew.

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## **OUTCOME**

Approval of this agreement will define the working relationship and responsibilities between the Santa Clara County District Attorney's Office, the Santa Clara County Department of Family and Children's Services, and the City of San José in regards to operations of the Santa Clara County Children's Interview Center (CIC). The agreement formally establishes the working relationship between the County of Santa Clara and the City of San José for a period of up to five (5) years beginning July 1, 2008.

## **BACKGROUND**

Since 1993 the San José Police Department has partnered with the Santa Clara County District Attorney's Office (DA) and the Santa Clara County Department of Family and Children's Services (DFCS) in operating the CIC. The CIC represents a substantial advance from previous practices relating to the investigation of crimes of juvenile sexual abuse by eliminating repeated interviews and coordinating the delivery of services to young victims of sexual abuse and their families. The CIC provides an appropriate venue for these interviews by providing a facility that simplifies interview participation by prosecutors, social workers, Sexual Assault Response Team (SART) professionals, victim advocates, and Santa Clara County law enforcement agencies.

When first established, the CIC was staffed by an employee from what is presently the Silicon Valley Conference for Community and Justice (SVCCJ) by means of a contract between the SVCCJ and the City of San José. Costs for the contract and other operating expenses of the CIC were shared equally by the two County departments and the City of San José. In FY 2004-2005 the contract with SVCCJ terminated and staffing at the CIC was replaced by a temporary status employee hired by the City of San José. That position evolved first into a part-time, non-benefited employee hired by the City of San José, and in FY 2007-2008 the position became a full-time benefited position. Past expenses have been shared equally by the two County agencies and the City of San José.

## **ANALYSIS**

There is currently a two (2) year agreement between the County of Santa Clara and the City of San José recognizing objectives of the CIC and enumerating the financial responsibilities of the two parties. That agreement expires on June 30, 2008. Among other items addressed, the proposed agreement between the County of Santa Clara and the City of San José formally recognizes the purpose and objective of the CIC, specifies the budget and financial contributions of both the County and the City, establishes general operating provisions, and addresses the issue of CIC service utilization by cities throughout Santa Clara County. The agreement specifies that the two agencies of the County will be responsible for two-thirds (2/3) of the annual operating expenses of the CIC and the City of San José will be responsible for one-third (1/3) of the annual operating expenses.

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It is recommended that the Council authorize the City Manager to execute up to four (4) annual renewal options of the agreement for fiscal years: 2009–2010, 2010–2011, 2011–2012, and 2012–2013, and to further authorize the City Manager to negotiate and amend the agreement terms regarding the amount of the agreement and the financial contributions of the City and County with respect to the four (4) annual renewal options. This authority is necessary in light of the uncertainty regarding funding that the City and the County can make available for the CIC for the four option years. Furthermore, various grantors of outside funding, such as the National Children’s Alliance, require that grant applicants, such as the Children’s Interview Center, define the relationship when multiple partners are involved in the operation of a center conducting multi-disciplinary interviews. A formal agreement between the County and the City will make grant applications easier to pursue.

### **EVALUATION AND FOLLOW-UP**

After the agreement is signed, no follow-up by Council is necessary until the expiration of the last option to renew, and approval of a contract with the County is needed.

### **PUBLIC OUTREACH/INTEREST**

- Criterion 1:** Requires Council action on the use of public funds equal to \$1 million or greater. **(Required: Website Posting)**
- Criterion 2:** Adoption of a new or revised policy that may have implications for public health, safety, quality of life, or financial/economic vitality of the City. **(Required: E-mail and Website Posting)**
- Criterion 3:** Consideration of proposed changes to service delivery, programs, staffing that may have impacts to community services and have been identified by staff, Council or a Community group that requires special outreach. **(Required: E-mail, Website Posting, Community Meetings, Notice in appropriate newspapers)**

The Agreement does not require Council action on the use of funds equal to \$1 million or greater, does not require the adoption of a new or revised policy, and does not require changes in service delivery, programs, or staffing that would impact community services. No aspects of the contract fit any of the criteria to be considered items of “Significant Public Interest.”

### **COORDINATION**

This memorandum has been coordinated with the County of Santa Clara, the City Manager's Budget Office, and the Office of the City Attorney.

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**COST SUMMARY/IMPLICATIONS**

The CIC operating budget proposed by the CIC Executive Board for FY 2008-09 is \$132,691. The Executive Board consists of a representative from the DA's Office, DFCS, and the City of San José. Per the proposed agreement, the DA's Office will pay one-third (1/3) of the FY 2008-2009 budget (\$44,230), DFCS will pay one-third (1/3) of the FY 2008-2009 budget (\$44,230), and the City of San José will pay one-third (1/3) of the FY 2008-2009 budget (\$44,231). The agreement formally establishes this contribution arrangement.

**BUDGET REFERENCE**

Fund #	Appn. #	Appropriation Name	Total Appn.	2008-2009 Proposed Budget Page	Last Budget Action (Date, Ord. No.)
001	0501	Personal Services - Police	\$256,505,927	VIII-112	N.A.
001	0502	Non-Personal/ Equipment - Police	\$21,440,133	VIII-112	N.A.

**CEQA**

Not a project.

*D/c Cavallaro*

for ROBERT L. DAVIS  
Chief of Police

For questions please contact: Rick Dale, Analyst II, Police Fiscal, at 277-4566.

RLD:RDD